

**DECISION**



82. I 2435  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

**FILE:** B-209151

**DATE:** March 1, 1983

**MATTER OF:** SCA Services of Georgia, Inc.

**DIGEST:**

In the event of a discrepancy between a unit price and an extended price, where the bid would be low only if the extended price governed, the unit price may not be corrected downward to be consistent with the extended price, unless it reasonably can be ascertained from the bid itself that the extended price was actually intended. Permitting the bidder to elect between two prices, only one of which will result in award to the bidder, after competitor's prices are revealed allows the bidder an unfair advantage contrary to principles of competitive bidding.

SCA Services of Georgia, Inc. (SCA), protests the upward correction of its bid under invitation for bid (IFB) No. DAKF11-82-B-0091 issued by the Department of the Army, Fort McPherson, Georgia (Army). SCA contends that it provided the Army with clear and convincing evidence that a mistake was made in its unit price (item No. 0004) but that its extended price and, therefore, the total price was correct as submitted. The Army relying on the unit price in SCA's bid adjusted the extended price accordingly. Award has not been made pending resolution of this protest.

For the reasons stated below, we deny the protest.

The solicitation covers refuse collection and disposal services at Fort McPherson, Fort Gillem, and Brown Field, Georgia. The two bids submitted by SCA and Browning-Ferris Industries (BFI) were as follows:

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| Item No.        | 0001       | 0002   | 0003  | 0004  | 0005  | Aggregate |
|-----------------|------------|--------|-------|-------|-------|-----------|
| Quantity        | 12         | 12     | 12    | 459   | 41    | Total     |
| Unit            | mo         | mo     | mo    | each  | each  | 0001-0005 |
| SCA Services    |            |        |       |       |       |           |
| of GA., Inc.    | \$3,850.00 | 560.00 | 75.00 | 90.00 | 78.00 | 71,328.00 |
| Browning-Ferris |            |        |       |       |       |           |
| Industries      | 3,344.80   | 350.00 | 50.00 | 88.00 | 62.00 | 87,871.60 |

SCA was the apparent low bidder. However, preliminary review of the bids indicated that an error existed in one of the bids, as all the unit prices of BFI were lower than SCA; yet, SCA had the lowest total bid price.

The error was isolated in item No. 0004 of SCA's bid. Item No. 0004 was for 459 pickups of 40-cubic-yard containers. SCA had given a unit price of \$90 for the item. Multiplying the unit price times the number of pickups should have yielded an extended price of \$41,310; however, SCA's extended price was \$14,310.

The contracting officer assumed that a transposition of the first two digits in the extended price had occurred and that it was due to a clerical error. However, when SCA's representatives were asked to verify the clerical error, they indicated that the extended bid price was correct and that the mistake was in the unit price. To reach an extended price of \$14,310 for 459 pickups, the unit price would have to be approximately \$31.176471. Since this was not clear on the face of the bid, the contracting officer informed SCA that it would have the burden of showing by clear and convincing evidence that a mistake had occurred in the unit price and that the extended bid was as intended. Absent such a showing, the bid would be adjusted upward to correspond to the unit price and no longer be low. SCA was asked to furnish its original worksheets and other statements as evidence.

After examining the documentation provided by SCA, the contracting official determined that SCA's bid should be corrected upward. The Army found that SCA had not met its burden of proof in establishing the intended bid price. The Army's decision was based on standard form (SF) 33,

paragraph 2c, page L-1, of the solicitation, which stated (in pertinent part) "In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and the same manner as any other mistake." The adjusted extended price raised SCA's bid to \$98,328, making BFI the low bidder.

SCA argues that the Army improperly required it to establish existence of the mistake by clear and convincing evidence under Defense Acquisition Regulation (DAR) § 2-406.3 (1976 ed.). SCA contends that the mistake was an apparent clerical error and should have been governed by the provisions of DAR § 2-406.2 (1976 ed.), which provides:

"2-406.2 Apparent Clerical Mistakes. Any clerical mistake apparent on the face of a bid may be corrected by the contracting officer prior to award, if the contracting officer has first obtained from the bidder written or telegraphic verification of the bid actually intended. Examples of such apparent mistakes are: obvious error in placing decimal point; obvious discount errors (for example--1 percent 10 days, 2 percent 20 days, 5 percent 30 days); obvious reversal of the price f.o.b. destination and the price f.o.b. factory; obvious error in designation of unit. \* \* \*

According to SCA, the extended prices were determined first and then, based on that figure, SCA calculated the unit price. SCA argues that the incorrect unit price for item No. 0004 probably resulted when the intended \$14,310 was transposed to \$41,310 during the computations. As support for this argument, SCA points to its worksheets and the sworn statements of its employees. The worksheets show the figure \$71,328 in four separate places and the extended price for line item No. 0004 as \$14,310. A unit price of \$45.82 was listed for item

No. 0004, but SCA points out that this figure included the rental price for the containers. The statements indicate that the total price of SCA's bid was intended to be approximately \$71,000.

However, SCA's reliance on its worksheets and sworn statements is misplaced. Prior decisions of our Office have stressed that, before the authority to correct a mistake under DAR § 2-406.2 may be invoked, the contracting officer must be able to ascertain the intended bid without the benefit of advice from the bidder. DeRalco, Inc., B-205120, May 6, 1982, 82-1 CPD 430. See, e.g., 46 Comp. Gen. 77, 82 (1966) (only logical conclusion was that bidder had stated prices in reverse); 45 Comp. Gen. 682 (1966) (written words indicating a price 1,000 times the cost reflected in other bids and in prior contracts were patently in error; bid could be corrected based upon bidder's written figures); Engle Acoustic & Tile, Inc., B-190467, January 27, 1978, 78-1 CPD 72 (obvious misplaced decimal point); Edward E. Davis, Contracting, Inc., B-187132, November 17, 1976, 76-2 CPD 429 (obvious error in designation of unit). By contrast, we have held that, where the intended bid could not be determined from the bid alone, a mistake was not correctable as a clerical error under DAR § 2-406.2 (1976 ed.). See, e.g., Sundance Construction, Inc., B-182485, February 28, 1975, 75-1 CPD 123 (intended bid could not be determined by multiplying the quoted unit prices by the correct unit).

Here, the Army assumed that the mistake in SCA's bid was a clerical error. However, the Army believed that the error was in the extended price and not the unit price as SCA claims. Many factors led the Army to this conclusion. (1) BFI bid \$88 for the same item; (2) SCA under the current refuse collection contract at Fort McPherson receives \$95 per pickup of 40-cubic-yard containers and the liquidation charges for failure to make these pickups are also \$95; (3) SCA's unit price for 20-cubic-yard containers was \$78; and (4) All of SCA's other unit prices were for even dollar amounts. Therefore, the Army believed that only one reasonable interpretation was ascertainable from the face of the bid and that was that the extended price was incorrect.

We agree with the Army that it is not clear on the face of the bid itself that the unit price was in error. Therefore, it would not be permissible to allow correction on the basis of DAR § 2-406.2 (1976 ed.). To hold otherwise would allow SCA to gain an unfair advantage over BFI by permitting SCA the discretion, after a competitor's prices are revealed, to choose between a bid price which results in award and one that does not. We believe the preservation of fairness in the competitive bid system precludes giving a bidder the right to make such an election after the results of the bidding are known. Bill Strong Enterprises, Inc., B-200581, March 6, 1981, 81-1 CPD 179; RAJ Construction, Inc., B-191708, March 1, 1979, 79-1 CPD 140; 51 Comp. Gen. 498 (1971); 39 Comp. Gen. 185 (1959).

While we agree that DAR § 2-406.3 (1976 ed.) is the proper evidentiary standard in this case, we would like to point out the Army's use of SCA's workpapers and statements was improper. When a bidder requests permission to correct a mistake in the bid and such correction would result in displacing a lower bid, correction cannot be permitted unless the existence of the mistake and the bid actually intended are ascertainable substantially from the bid itself. DAR § 2-406.3 (1976 ed.); Federal Procurement Regulations (FPR) § 1-2.406-3(a)(3) (1964 ed. circ. 1). See Clear Maintenance Corp., B-207607, August 23, 1982, 82-2 CPD 167; U.S. Royal Maintenance, B-193470, January 15, 1979, 79-1 CPD 21. However, since the Army found that SCA did not present clear and convincing evidence that its unit price was incorrect, the fact that its analysis incorrectly included worksheets and statements was a harmless error.

We believe the Army properly evaluated SCA's bid. There is no evidence on the face of the bid which provides a basis for determining that a discrepancy occurred in unit price of item No. 0004. Indeed, the evidence more logically suggests that the mistake was in the extended price. In any event, the Army was correct in determining that the unit price controlled under these circumstances. Therefore, upward correction of SCA's bid was proper.

We deny the protest.

*Milton J. Fowler*  
for Comptroller General  
of the United States